

SECOND RENEWAL OF LEASE AGREEMENT

This Second Renewal of Lease Agreement (the "Second Renewal") is being made this 19 day of SEPT, 2007, between Aviation Facilities Corporation (Landlord) and Montgomery County, Maryland, a body corporate and politic and a political subdivision of the State of Maryland (Tenant). (The Landlord and the Tenant together the "Parties.")

WHEREAS, the Parties entered into a Lease Agreement dated September 19, 1993 (the "Lease") for premises described as 1,131 square feet of space at T-Hanger A-1 in Montgomery County Airpark in Montgomery County Maryland (the "Premises"); and

WHEREAS, the Parties extended the Term of the Lease and otherwise modified some terms of the Lease by a renewal of Lease dated February 25, 1999 (the "First Renewal"); and

WHEREAS, the Lease Term as extended by the First Renewal expires on February 29, 2004; and

WHEREAS, the Tenant has been on a month-to-month tenancy since February 29, 2004; and

WHEREAS, the Parties desire to amend the Lease by extending the term of the Lease for an additional Two (2) years period and adjusting the rent; and

WHEREAS, the Parties desire to amend the terms and conditions of the Lease to reflect the extension of the Term and other minor amendments to the Lease as modified by the First Renewal.

NOW THEREFORE, for the mutual promises herein contained and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Definitions: Unless otherwise set forth in this Second Renewal to Lease, all capitalized terms shall have the same meanings as set forth in the Lease.

2. Term: Section 2 of the Lease is hereby amended by adding the following to the end of the Section as a new paragraph:

"The Lease Term shall hereby be extended for a period of (2) years, commencing September 1, 2007 and expiring, unless sooner terminated pursuant to the terms of the Lease, on August 31, 2009 (the "Extended Term"), upon the same terms and conditions as the Lease, except as otherwise set forth below. There shall be no further option to extend the Lease Term beyond the Extended Term."

3. Rent: Section 2 of the First Renewal is hereby amended by deleting the paragraph in its entirety and adding the following in lieu thereof:

"Rent:" The County shall pay or cause to be paid to the Landlord the annual and monthly amounts listed in the following schedule during the Extended Term:

	<u>Annual</u>	<u>Monthly</u>
Year 1	\$8,014.86	\$667.90
Year 2	\$8415.60	\$701.30

All payments are to be made in advance of the first day of the month, during each lease year, and shall be payable to Aviation Facilities Corporation, 51 Monroe Street, Suite 707, Rockville, Maryland 20850. In the event that the Lease is terminated prior to the end of any full lease year, the annual rent shall be adjusted accordingly."

4. Consumer Price Index: Section 3 of the First Renewal is hereby amended by deleting it in its entirety.

5. Mail Notices: Section 4 of the First Renewal is hereby amended by deleting the Tenant's Address in its entirety and adding the following in lieu thereof:

COUNTY: Montgomery County, Maryland
Department of Public Works & Transportation
Office of Real Estate
101 Monroe Street, 10th Floor
Rockville, Maryland 20850

With a copy, that does not constitute Notice to:

Montgomery County, Maryland
Office of the County Attorney
101 Monroe Street, 3rd Floor
Rockville, Maryland 20850
Attn: County Attorney

6. Non-Discrimination: Section 42 of the Lease is hereby amended by deleting the paragraph in its entirety and adding the following in lieu thereof:

"The Landlord agrees to comply with the non-discrimination in employment policies in County contracts as required by Sections 11B-33 and Chapter 27 of the Montgomery County code (2004), as amended, as well as all other federal, state, and local laws, rules, and regulations regarding discrimination. By signing this Lease Amendment, the Landlord assures the County that in accordance with applicable law, it does not, and agrees that it will not engage in any discrimination in violation of the above sections of the Montgomery County Code as well as any other federal, state or local laws, rules and regulations."

7. Public Employment: Section 44 of the Lease is hereby amended by deleting the paragraph in its entirety and adding the following in lieu thereof:

Landlord understands that unless authorized under Chapter 19A and Section 11B-52 of the Montgomery County Code (2004), as amended, it is unlawful for any person transacting business with Montgomery County, Maryland, to employ a public employee for employment contemporaneous with his or her public employment.

8. This Second Renewal is incorporated into the Lease and shall be deemed a part thereof.

9. Any provision of the Lease and First Renewal not expressly modified by this Second Renewal shall remain in full force and effect.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties hereto have caused this First Amendment to Lease Agreement to be properly executed.

WITNESS:

LANDLORD:

AVIATION FACILITIES CORPORATION

By: 

By: 

Date: Sept 17, 2007

WITNESS:

TENANT:

MONTGOMERY COUNTY, MARYAND

By: Debbie Richards

By: 

Diane R. Schwartz Jones
Assistant Chief Administrative Officer

Date: 9/19/07

APPROVED AS TO FORM & LEGALITY RECOMMENDED:

OFFICE OF THE COUNTY ATTORNEY

By: Eileen P. Brenneman

By: 

Cynthia L. Brenneman, Director
Office of Real Estate

Date: 9/14/2007

Date: 9/12/07